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9 OrGano Gold Int'l, Inc.

10 UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 TITAN GLOBAL LLC, a Nevada Limited Liability
13 Company; MATHEW RASMUSSEN and LISA
14 RASMUSSEN, husband and wife, residents of
15 California,

16 Plaintiffs,

17 v.

18 ORGANO GOLD INT'L, INC., a Washington
19 corporation; HOLTON BUGGS JR. and JANE
20 DOE BUGGS, Texas residents; ROMACIO
21 FULCHER, a single man and a California resident;
22 RRAMON FULCHER SR. and TYRA FULCHER,
23 husband and wife, California residents; KYLE A.
24 SOLON, a single man and a California resident;
JOHN DOES AND JANE DOES 1-25; JOHN
DOES AND JANE DOES 26-50; XYZ
CORPORATIONS AND LLC'S 1-25; and XYZ
CORPORATIONS AND LLCS 1-25,

Defendants.

Case No. 5:12-CV-2104-LHK
Honorable Lucy H. Koh

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for

any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record, attorneys employed by or contracted by the law firms of the Outside Counsel of Record, and their support staff.

2.4 Deleted.

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery, during a deposition, or, for a Party, in accordance with section 5.4 of this Order, as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
 2 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a
 3 consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and
 4 (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's
 5 competitor.

6 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:
 7 extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-
 8 Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.
 9 The Parties agree that customer lists, organization lists, distributor lists, and the like meet the
 10 requirements for a HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY designation.

11 2.9 Deleted.

12 2.10 Deleted.

13 2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity
 14 not named as a Party to this action.

15 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this action but
 16 are retained to represent or advise a party to this action and have appeared in this action on behalf of that
 17 party or are affiliated with a law firm which has appeared on behalf of that party.

18 2.13 Party: any party to this action, including all of its officers, directors, employees,
 19 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

20 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
 21 this action.

22 2.15 Professional Vendors: persons or entities that provide litigation support services (e.g.,
 23 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
 24 retrieving data in any form or medium) and their employees and subcontractors.

2.16 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover Disclosure or Discovery Material and Protected Material (as defined above), including (1) any information copied or extracted from Protected Material and Disclosure or Discovery Material; (2) all copies, excerpts, summaries, or compilations of Protected Material and Disclosure or Discovery Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material and Disclosure or Discovery Material.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards.

Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to potential sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains protected material.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for specific protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for specific protection under this Order. Then, before producing the specified documents, the Producing Party must affix the

appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony and specify the level of specific protection being asserted. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other proceeding to include Protected Material so that the other parties can ensure that only authorized individuals are present at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

Transcripts containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Protected Material and the level of protection being asserted by the Designating Party. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY

CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

5.4 Designations by Another Party. If a Party other than the Producing Party believes that a Producing Party has produced information or items that contain or constitute “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information of the non-Producing Party, the non-producing Party may designate the documents as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by so notifying all parties in writing within fourteen (14) days of service of the information or item, or in accordance with section 5.2(b) of this Order if the information or items are introduced at a deposition.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or

1 a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
 2 confidentiality designation by electing not to mount a challenge promptly after the original designation
 3 is disclosed.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
 5 providing written notice of each designation it is challenging and describing the basis for each challenge.
 6 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the
 7 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective
 8 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by
 9 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within
 10 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for
 11 its belief that the confidentiality designation was not proper and must give the Designating Party an
 12 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
 13 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed
 14 to the next stage of the challenge process only if it has engaged in this meet and confer process first or
 15 establishes that the Designating Party is unwilling to participate in the meet and confer process in a
 16 timely manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
 18 the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7
 19 (and in compliance with Civil Local Rule 79-5 and General Order 62, if applicable) within 21 days of
 20 the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
 21 will not resolve their dispute, whichever is earlier.¹ Each such motion must be accompanied by a
 22 competent declaration affirming that the movant has complied with the meet and confer requirements

23 ¹ It may be appropriate in certain circumstances for the parties to agree to shift the burden to move on
 24 the Challenging Party after a certain number of challenges are made to avoid an abuse of the process.
 The burden of persuasion would remain on the Designating Party.

imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL AND DISCLOSURE OR DISCOVERY MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material and Disclosure or Discovery Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. A Receiving Party may disclose Protected Material and Disclosure or Discovery Material only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

Protected Material and Disclosure or Discovery Material must be stored and maintained by a Receiving Party at a location and in a secure manner² that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees, agents, Professional Vendors, professional jury or trial consultants, and mock jurors of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) current or former officers, members, directors, agents, and employees of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court, any subsequent appellate court(s), and their personnel;

(e) court reporters and their staff;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Should a witness decline to sign Exhibit A at or before a deposition, confidential information may be provided to that witness in the form of oral questions but documentary information designated as confidential shall not be provided unless

² It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected Material in password-protected form.

1 and until the witness signs Exhibit A. Pages of transcribed deposition testimony or exhibits to
 2 depositions that reveal Protected Material must be separately bound by the court reporter and may not be
 3 disclosed to anyone except as permitted under this Stipulated Protective Order.

4 (g) the author or recipient of a document containing the information or a custodian or
 5 other person who otherwise possessed or knew the information.

6 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information
 7 or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
 8 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –
 9 ATTORNEYS’ EYES ONLY” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
 11 employees, agents, and Professional Vendors of said Outside Counsel of Record to whom it is
 12 reasonably necessary to disclose the information for this litigation;

13 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for
 14 this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 15 and (3) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

16 (c) the court and its personnel, and any subsequent appellate court(s), and their
 17 personnel;

18 (d) court reporters and their staff, professional jury or trial consultants, mock jurors,
 19 and Professional Vendors to whom disclosure is reasonably necessary for this litigation; and

20 (e) the author or recipient of a document containing the information or a custodian or
 21 other person who otherwise possessed or knew the information.

22 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –
 23 ATTORNEYS’ EYES ONLY” Information or Items to Experts.

24 (a)(1) Deleted.

(a)(2) “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items may be disclosed to an Expert without disclosure of the identity of the Expert as long as the Expert is not a current officer, director, or employee of a network marketing company, a distributor of a network marketing company, or a competitor of a Party or anticipated to become such.

(b) Deleted.

(c) Deleted.

8. DELETED

9. DELETED

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.³

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or

³ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from
 2 which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission.
 3 The Designating Party shall bear the burden and expense of seeking protection in that court of its
 4 confidential material – and nothing in these provisions should be construed as authorizing or
 5 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

6 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
 7 LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-Party in this
 9 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 10 ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by
 11 the remedies and relief provided by this Order. Nothing in these provisions should be construed as
 12 prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
 14 Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-
 15 Party not to produce the Non-Party’s confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
 17 all of the information requested is subject to a confidentiality agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
 19 this litigation, the relevant discovery request(s), and a reasonably specific description of the information
 20 requested; and

21 (3) make the information requested available for inspection by the Non-Party.

22 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days
 23 of receiving the notice and accompanying information, the Receiving Party may produce the Non-
 24 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a
 protective order, the Receiving Party shall not produce any information in its possession or control that

1 is subject to the confidentiality agreement with the Non-Party before a determination by the court.⁴
 2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
 3 protection in this court of its Protected Material.

4 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL AND/OR DISCLOSURE
 5 OR DISCOVERY MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
 7 Material, Disclosure or Discovery Material to any person or in any circumstance not authorized under
 8 this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
 9 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
 10 copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures
 11 were made of all the terms of this Order, and (d) request such person or persons to execute the
 12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

13 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
 14 MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
 16 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are
 17 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 18 whatever procedure may be established in an e-discovery order that provides for production without
 19 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
 20 an agreement on the effect of disclosure of a communication or information covered by the attorney-
 21 client privilege or work product protection, the parties may incorporate their agreement in the stipulated
 22 protective order submitted to the court.

23 ⁴ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights
 24 of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in
 this court.

1 14. MISCELLANEOUS

2 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
3 modification by the court in the future.

4 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no
5 Party waives any right it otherwise would have to object to disclosing or producing any information or
6 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any
7 right to object on any ground to use in evidence of any of the material covered by this Protective Order.

8 14.3 Deleted.

9 14.4 Filing Protected Material. Without written permission from the Designating Party or a
10 court order secured after appropriate notice to all interested persons, a Party may not file in the public
11 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material
12 must comply with Civil Local Rule 79-5 and General Order 62. Protected Material may only be filed
13 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
14 Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order will issue only upon a request
15 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
16 entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal
17 pursuant to Civil Local Rule 79-5(d) and General Order 62 is denied by the court, then the Receiving
18 Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5(e) unless
19 otherwise instructed by the court.

20 15. FINAL DISPOSITION

21 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
22 Receiving Party must return all Protected Material and Disclosure or Discovery Material to the
23 Producing Party or destroy such material. As used in this subdivision, "all Protected Material and
24 Disclosure or Discovery Material" includes all copies, abstracts, compilations, summaries, and any other

format reproducing or capturing any of the Protected Material and Disclosure or Discovery Material. Whether the Protected Material and Disclosure or Discovery Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material and Disclosure or Discovery Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material and Disclosure or Discovery Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material and Disclosure or Discovery Material. Any such archival copies that contain or constitute Protected Material and Disclosure or Discovery Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED THIS 8th day of January, 2013.

LAW OFFICES OF DAVID G. EISENSTEIN, P.C.

By /s/ David G. Eisenstein

David G. Eisenstein
Attorneys for Plaintiffs
Titan Global LLC, Mathew Rasmussen, and Lisa
Rasmussen

1 DATED THIS 8th day of January, 2013.

2 PARSONS BEHLE & LATIMER

3
4
5 By /s/ Brook B. Bond

6 Brook B. Bond

7 Attorneys for Defendant

8 OrGano Gold Int'l, Inc.

9 DATED THIS 8th day of January, 2013.

10 WELLMAN & WARREN LP

11 By /s/ Anabella Bonfa

12 Scott W. Wellman

13 Anabella Bonfa

14 Attorneys for Defendants

15 Holton Buggs and Earlene Buggs

16 DATED THIS 8th day of January, 2013.

17 WEINTRAUB TOBIN CHEDIAK COLEMAN
18 GRODIN Law Corporation

19 By /s/ James Kachmar

20 James Kachmar

21 Attorneys for Defendants

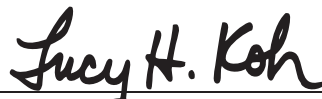
22 Romacio Fulcher, Rramon Fulcher, Sr., Tyra

23 Fulcher, and Kyle A. Solon

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED THIS 9th day of January, 2013.



Honorable Lucy H. Koh
District Judge

EXHIBIT A
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on _____ [date] in the case of *Titan Global LLC et al. v. OrGano Gold Int'l, Inc. et al.*, N.D. Cal. Case No. 5:12-CV-2104-LHK. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and state where sworn and signed: _____

Printed name: _____

Signature: _____